

The Agreement
between
The United States Department of Energy and
The Japan Atomic Energy Research Institute
pertaining to the Assignment of Personnel to the
Shippingport Station Incident to the Agreement on
Decommissioning Nuclear Facilities

WHEREAS, the United States Department of Energy (hereinafter referred to as "DOE") and the Japan Atomic Energy Research Institute (hereinafter referred to as "JAERI") have entered into an "Agreement between the United States Department of Energy and the Japan Atomic Energy Research Institute on Decommissioning Nuclear Facilities" (hereinafter referred to as the "principal agreement"), for cooperation in the field of the decommissioning of radioactively contaminated facilities and,

WHEREAS, DOE and the General Electric Company (hereinafter referred to as "GE") have entered into contract DE-AC06-84RL10421 under which GE acts as the prime contractor to DOE for the Shippingport Station Decommissioning Project located at Shippingport, Pennsylvania, and has a full understanding with regard to the principal agreement and,

WHEREAS, JAERI, pursuant to the principal agreement, desires to assign individuals to participate in the Shippingport Station Decommissioning Project,

NOW, THEREFORE, DOE and JAERI (hereinafter referred to as the "Parties") hereto agree as follows:

ARTICLE 1
Purpose of this Agreement

This Agreement is to implement, in part, the intent of the principal agreement by providing for the assignment of personnel (hereinafter referred to as "participant (s)") designated by JAERI, and agreed by DOE, to Shippingport Station Decommissioning Project. This agreement shall be performed in a manner consistent with the principal agreement.

ARTICLE 2 Participants

JAERI is permitted to assign technically qualified participants when agreed by DOE. Such agreement shall not be unreasonably withheld. Each participant shall execute a document containing the provisions of Appendix A to this agreement. Any necessary agreement on the part of GE shall be obtained by and through DOE and is explicitly implied hereinafter. GE will make available to the participants the facilities and services at the Shippingport Station reasonably necessary to perform such participation.

ARTICLE 3 Supervision and Control of the Participant(s)

A. The nature, extent and period of the assignment of each participant shall be as mutually agreed by the Parties.

B. Each participant shall continue to be the employee of JAERI and it is expressly agreed that each participant shall not be considered as an employee or agent of DOE or GE though GE shall administrate and, from the viewpoint of safety, technically supervise the participant's occupational activities during his assignment.

C. Each participant shall be required to observe all rules, regulations and requirements of or applicable to GE including, but not limited to, security, safety, health, hours of work, conduct, operations and health physics, unless otherwise agreed between the Parties. Leave, holidays, time off and vacations of each participant shall be in accordance with the policy of the employer of the participant(s). However, it is expected that such leave (etc.) will be integrated with the rules, regulations and requirements applicable to GE.

ARTICLE 4 Costs and Expenses

A. JAERI shall be responsible for all costs and expenses with respect to its employees assigned hereunder, unless otherwise provided for in writing.

B. Without in any way limiting the generality of Paragraph A above, nothing in this agreement shall be deemed to obligate GE or DOE to pay charges for the following items with respect to any participant assigned hereunder.

1. Salaries, wages, and related expenses.
2. All charges and expenses under any welfare and benefit plans or other employment policies and practices of JAERI.
3. All international phone, transportation, local travel, moving and living expenses.
4. All charges or expenses for premiums for insurance, including any premiums for insurance required by applicable law.

ARTICLE 5 Patents

A. Whenever any invention or discovery is made or conceived by the participant(s) either alone or with others in the course of or under the terms of this agreement, the participant(s) shall promptly furnish GE with complete information thereon which shall be reported to DOE. DOE shall ensure that rights to such invention or discoveries are allocated in accordance with the principal agreement. JAERI agrees for itself and its employees that the inventor or inventors shall execute all documents and do all things necessary or proper to carry out the terms of the agreement.

B. JAERI and its participant(s) waive any and all claims for compensation, royalty or award as regards any such invention or discovery, patent application or patent and release DOE and GE with respect to any and all claims, including any claims under applicable law of the United States or Japan.

C. It is recognized that during the course of work under this agreement JAERI or its employees may from time to time desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this agreement. In order that public disclosure of such information shall not adversely affect the patent interest of the DOE or GE, approval for release and publication shall be secured from DOE prior to any such release or publication.

ARTICLE 6
Technical Data and Information

A. A copy of all notes, writings, designs, memoranda, written reports, notebooks, findings, recommendations and other technical data (hereinafter referred to as "Information") developed in connection with this agreement by each participant assigned hereunder shall be provided to GE. The Government of the United States and others acting on its behalf shall have the right to use, duplicate, or disclose the Information, in whole or in part, in any manner and for any purpose whatsoever without any compensation to JAERI or the participant(s) provided, however, such Information shall be transmitted to JAERI as set forth below from time to time during the period of work or, in any event, as JAERI shall direct upon completion or termination of the agreement, for its own use.

B. Information developed under Paragraph A of this Article 6 may be communicated freely between JAERI, DOE and GE. Such information should not be disseminated further or published by any of the parties until the requirements of Paragraph C below and Paragraph C of Article 5 are fully met. However, the participant(s) shall not transmit or disseminate outside of Shippingport Station any information bearing a restrictive designation without approval of DOE.

C. Any information developed under Paragraph A of this Article 6 must be submitted to GE for review and clearance by DOE prior to being (1) released (other than to JAERI, DOE and GE) or (2) published.

D. The application or use of any Information exchanged, transferred or imparted between the parties under this agreement shall be the responsibility of the party receiving it, and the other party does not warrant the accuracy, completeness or suitability of such information for any particular use or application, or that the use of such information may not infringe on privately owned rights.

E. JAERI agrees that with respect to any rights under any copyright secured by JAERI or any participant for materials resulting from activities under this agreement, GE and DOE shall have the right without cost to use, reproduce and distribute any such materials.

ARTICLE 7
Security

JAERI agrees that participant(s) shall conform to all security rules, regulations and requirements of or applicable to DOE and GE. The participant(s) shall not be entitled to receive

access to information marked Restricted Data or other classified information without obtaining prior approval from DOE in connection with any participant's activities under this agreement.

ARTICLE 8 Recall of the Participant(s)

DOE or JAERI may request the recall of any participant hereunder when deemed by both of them as appropriate. In such event, JAERI shall immediately recall the participant(s) and may request approval to provide a substitute for the participant(s).

ARTICLE 9 Modification of Agreement

No agreement or understanding for interpreting the terms of this agreement or for varying or extending of this agreement shall be binding on either party unless made in writing and signed or acknowledged by the duly authorized officers or representatives of DOE and JAERI.

ARTICLE 10 Duration of Agreement

Except as provided below, the terms of this agreement shall be concurrent with the terms of the principal agreement described herein above, including any and/or all extensions of renewals thereof or amendments or modifications thereto. However, either Party may terminate this agreement upon six (6) months prior written notice to the other Party.


ARTICLE 11 Obligations or Responsibilities of Participant(s)

JAERI agrees that each participant assigned hereunder shall execute an agreement covering obligations and responsibilities of the participant, and that each participant will comply with all requirements covering the obligations and responsibilities thereunder.

ARTICLE 12
Settlement of Disputes

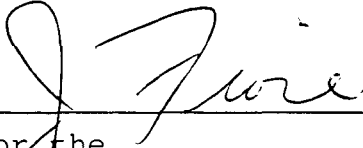
All questions relating to this agreement carried out hereunder shall be settled by mutual agreement of the Parties.

IT IS SO DETERMINED AND AGREED.



For the
Japan Atomic Energy Research
Institute
Mr. Yoshifumi Yoshida, General Manager
Office of International Affairs

October 30, 1987
Date



For the
Department of Energy
Mr. James J. Fiore, Director
Division of Facility and Site
Decommissioning Projects

December 7, 1987
Date